Purchase Order# Marshall University Office of Purchasing MU21SNOWREM **Change Request** One John Marshall Drive Huntington, WV 25755-4100 FY P.O. Date Buyer Date Account Contract MD 10/23/23 **VARIES** MU21SNOWREM 24 12/14/2020 **Document Action Document** Error in Total Amount Cancellation Requisition (Cancellation only) Change of Account ☐ Increase/Decrease Regular Purchase Order Change of Vendor Name/Address Unused Balance Contract Purchase Order ☐ Other Freight Open End Contract Purchase ∇ Renewal Agreement Agreement Extension Error Vendor Code 822812254 Vendor Name, Address, Phone #, etc. **BOG Unit Name & Address** Marshall University Legacy Concrete Finishing Inc. Office of Purchasing 2677 Riverbend Drive One John Marshall Drive Ona, WV 25545 Huntington, WV 25755-4100 Ph# 304-638-1017 Fax FEIN#82-2812254 Description of Change Unit Price **Extended Price** Item# Quantity Change Order # ³ **Snow Removal Services** To Renew the contract start/end date(s) all in accordance with the same terms and conditions, prices, and specifications contained in the original contract and all authorized change orders. Renewal Dates: 12/15/2023 - 12/14/2024 Renewal # three (3) of four (4) Renewals remaining: one (1) one-year renewal Vendor Email: Christy Dunlap at legacyconcretefinishing@gmail.com Previous Total Open-End Reason for Change: Renewal Increase

Approved:	Michelle, Mysolar	10/23/23
	Authorized Signature	Date
	N/A	
	Attorney General if required	Date

Decrease

New Total

Open-End



October 2, 2023

Legacy Concrete Finishing Inc. 2677 Riverbend Drive Ona, WV 25545

RE: Contract Renewal for MU21SNOWREM

Hello.

The above-referenced contract expires on 12/14/2023. There is a provision for renewal upon written mutual agreement of the parties.

Please complete the section below if you agree to renew the contract effective <u>12/15/2023</u> through <u>12/14/2024</u> under the same terms and conditions as the original contract including all approved change orders.

Please return the executed letter via email at your earliest convenience.

If you have any questions, please feel free to contact me at delong16@marshall.cdu

Sincerely,

Misty Disilvo

Contract Specialist

I agree to renew the contract referenced above for an additional one (1) year period under the same terms and conditions as the original contract.

Yes _____No

_____Yes, subject to the following changes indicated below or in the attached letter.

PRICING PAGE

Item #	Description	Cost Type	Price
#1-1	Snow removal 2" and greater at hourly rate	Hourly Rate	\$ 80.00
#2-1	Application of Sand on Paved Sites cost of sand per ton	Cost for Sand per Ton	\$ 100.00

Appendix A SNOW REMOVAL AREAS

5th AVENUE METERS – JOAN C. EDWARD PERFORMING ARTS CENTER (JEPCAC) AREA

D-LOT METERS – 3RD AVENUE & 18TH STREET

STUDENT LOT – 6TH AVENUE & 18TH STREET

STUDENT & GENERAL – 5TH AVENUE & 20TH STREET

STUDENT 6TH AVENUE LOT & 19TH STREET

EMPLOYEE 5TH AVENUE LOT

EMPLOYEE 4TH AVENUE LOT

EMPLOYEE 3RD AVENUE LOTS

EMPLOYEE LOT BEHIND JOAN C. EDWARD PERFORMING ARTS CENTER

EMPLOYEE LOT – CAREER SERVICE CENTER

EMPLOYEE LOT – 17TH STREET & 6TH AVENUE

EMPLOYEE LOT - PUBLIC SAFETY & PARKING

EMPLOYEE LOT – MYERS HALL 6TH AVE & 18TH STREET

EMPLOYEE LOT – SHEWY BLDG – G LOTS – 3RD AVE & 21ST STREET

EMPLOYEE LOT - WEIGHT ROOM BLDG - G LOT 3RD AVE & 21ST STREET

EMPLOYEE LOT – 16TH STREET AND 5TH AVENUE

EMPLOYEE LOT - CABELL HALL

SOFTBALL FIELD – 3RD AVENUE

GENERAL PERMIT LOT – 5TH AVENUE & 19TH STREET

GENERAL 20TH STREET AND BUFFINGTON AVENUE

GENERAL PERMIT – 22ND STREET AND 3RD AVENUE

COLLEGE AVENUE/CORBLY HALL - HANDICAPPED

LANES ON JOHN MARSHALL DRIVE

RECEIVING 2ND AVENUE & 22ND STREET, SPACES FOR THE ART STUDIO

SOUTH MAPLE, BTW 18TH & 19TH STREET, 5TH AVENUE

NORTH MAPLE, BTW 18TH & 19TH STREET, 5TH AVENUE

B-LOT- 5TH AVENUE & 17TH STREET CAMPUS

CHRISTIAN CENTER

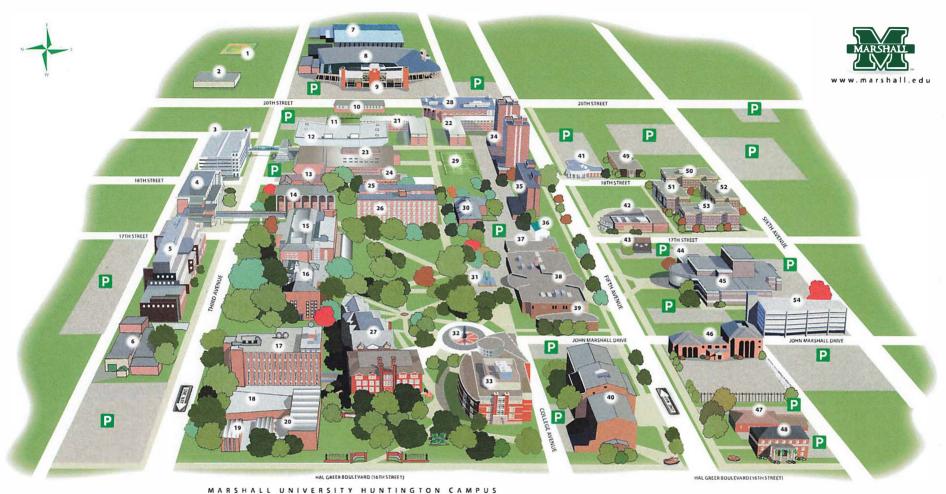
C-LOT HANDICAPPED 3RD AVENUE BTW 17TH & 18TH STREET

D-LOT 3RD AVENUE & 18TH STREET BY GUICKINSON HALL (HANDICAPPED &

REGULAR PARKING SPACES)

Appendix B - Campus Map

For addition details go to https://www.marshall.edu/map/



- Dot Hicks Field
- Art Warehouse AW
- Third Avenue Parking Garage
- Robert C. Byrd Biotechnology Science Building=885C
- Arthur Weisberg Family Applied Engineering Complex = WAE(Arthur Weisberg Family Engineering Laboratories = EL Chris Cline Athletic Complex
- Joan C. Edwards Stadium
- HerdZone Bookstore
- 10 Sorrell Maintenance Building 11 Multipurpose field

- 15 Science Building S
- 16 Morrow Library M1 17 Communications Building = (8
- 18 Smith Hall=SH
- 19 Birke Art Gallery
- 20 Smith Wusic Half SW
- 21 Freshman North Residence Hall-FN
- 22 Freshman South Residence Hall=FS
- 12. Cam Henderson Center=HC 13. Laidley Hall=LA 14. Harris Hall≃HH 23 Gullickson Hall GH
 - 24 East Hall (INTO Center) EH
 - 25 Prichard Hall=PH
 - 26 Bustork Hall BU
 - 27 Old Main = OM
 - 28 Recreation Center=RC
 - 29 Brian D fox lennis Center
 - 31 Memoral fountain

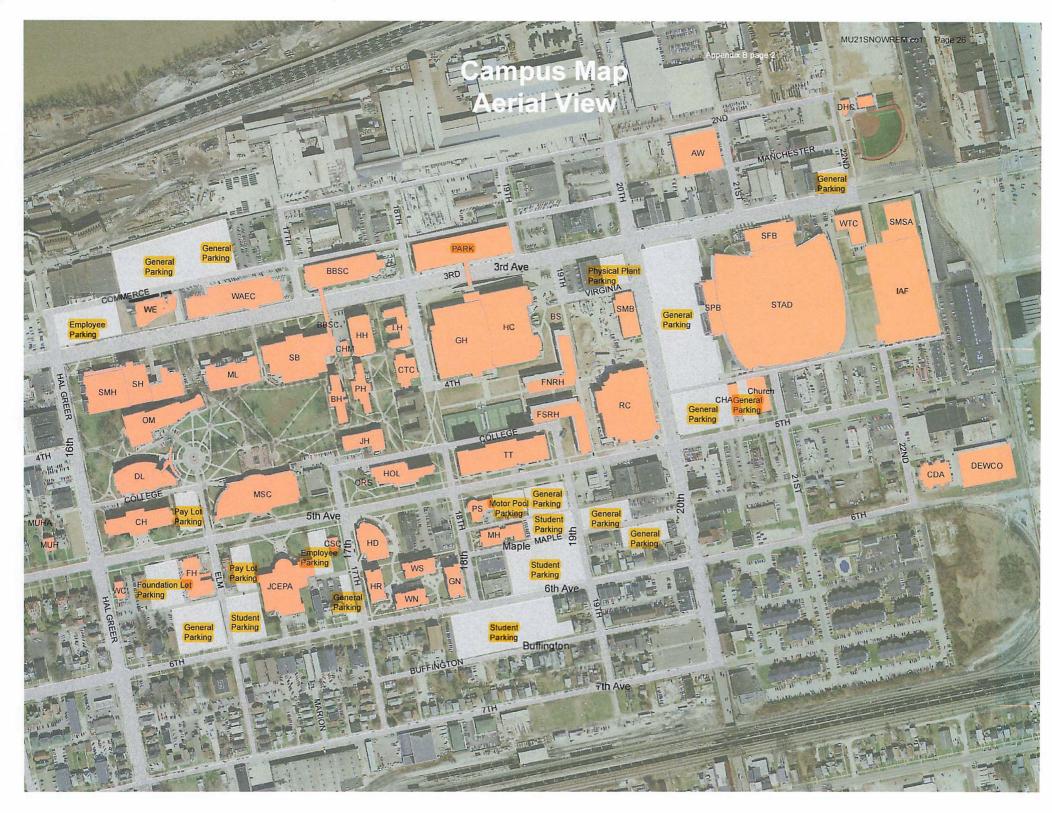
 - 33 Drinko Library=OL
 - 30 Education Building EB
 - 32 John Marshall Statue

- 35 Holderby Hall HY 36 One Room Schoolhouse
- 37 Campus Christian Center
- 38 Memorul Student Center MSC
- 39 Campus Bookstore 40 Corbly Hall=(H
- 41 Bins Charles Public Safety Building
- 42 Harless Dining Hall
- 43 Career Services Center 44 Jomie Jazz Center=1J

- 45 Joan C. Edwards Performing Arts Center PAC
- 46 Brad O Smith Foundation Hall/Erickson Alumni Center
- 47. Marshall Newman Center
- 48 Joseph M Gillette Welcome Center
- 48. Joseph M Gwette Metcare Center
 49. Wilber F. Myera Hall
 50. Marshall Commons (Gibson Hall) = MC
 51. Marshall Commons (Wellman Hall) = MC
 52. Marshall Commons (Wellman Hall) = MC
- 53. Marshall Commons (Haymaker Hall) 4.(54 South Avenue Parking Facility

OFF CAMPUS LOCATIONS

Forenat Szence - 1401 Forenat Science Drive - Huntington, WV 25701-3628
Department of Deteletics, Ecated within Huntingsia's Kitcher, 911 Ed Are, Hortington, WV 25701
School of Pharmacy - 1525 Spirmy falley Drive - Huntington, WV 25704
School of Physical Bir says - 284 57 th Aresue - Huntington, WV 25704
Hoops Family Heterats Memoral Socret Camples - 2560 5th Average - Huntington, WV 25703
Yould Arts Center - 927 3rd Avenage - Huntington, WV 25701



STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

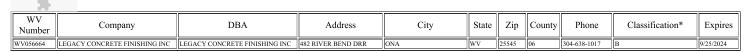
"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITHESS THE FOLLOWING SIGNATURE:

Vendor's Name: Legacy Control Enishing Inc.
Authorized Signature: Date: 9,33,33
State ofiv_\(\)
County of COUNTY to-wit
Taken, subscribed, and sworn to before me this 23 day of
My Commission expires $\frac{1}{2}$ $\frac{7271}{2}$ $\frac{20}{2}$.
AFFILES A Resident Commission Expires April 2, 2024 My Commission Expires April 2, 2



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View Classifications (Note if a classification letter or number appears above that is not listed below please email Licensing@wv.gov for more information or call 304-558-7890)

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